

1905-038 Chancery Causes. Henry S. Kane vs. A. J. Bailey &c  
Lee Co.

Thomas, Witt, Collier, Slenys, Anderson, Payne, Parsons,  
Laningham, Creech

1 Plat

CA-Debt  
T-Property

-Deed



To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee Co.;

Humbly complaining,your orator,Henry S.Kane a citizen of Scott County,Virginia,would respectfully represent and show unto your honor as follows:

That on the 24th day of April,1888,A.J.Bailey was indebted to your orator in the sum of \$333.49,with interest from the 24th day of March,1888,which became due on the 1st day of June,1888;and being so indebted to your orator the said A.J.Bailey on the said day of the 24th day of March,1888,represented himself to be the owner of about 200 acres of land situated in the Craborchard,and on the date last aforesaid,entered into and executed a deed of trust whereby he conveyed all the land which he,the said Bailey owned in the Craborchard, Lee County Va., <sup>& a tract of land in Port Valley</sup> to A.L.Pridemore,trustee,to secure the payment of the said debt,as will more fully appear by a certified copy of the said deed here filed as part of this bill and asked to be taken as part thereof.(See exhibit "A").

That a portion of said tract of land consisted in a tract of land containing one hundred ~~XXXXX~~ and twelve and one half acres, on Jones Creek in the Craborchard,which the said A.J.Bailey and his son-in-law and daughter,Mr.Stephen N.Creech and Rebecca Creech by deed dated the 9th day of November,1888,conveyed to W.N.G.~~XXXXXX~~ Slemp and Martain Collier,as will be seen from a copy of said deed here filed as part of this bill as exhibit "B" This deed was recorded Dec.3,1888,D.B.23 page 436.

That on the 25th day of Oct.1892,the said M.D.Collier and wife conveyed to the said W.N.G.Slemp and his wife Manervia Slemp the undivided half interest of said M.D.Collier in said land,as will be seen by a copy of the said deed here filed as part of this bill as exhibit "C";which was recorded in the office of the clerk of the county court for Lee County in D.B.29,page 206.

That by deed dated the 3th day of June,1894,the said W.N.G.Slemp and Manervia Slemp,together with Henry J.Morgan Trustee,conveyed the said land of 112 1-2 acres to I.S.Anderson,as will appear from a copy of the said deed here filed as exhibit "D" and which was recored in the office of the clerk of the county court for Lee



County in D.B.30, page 254, on the 12th day of June, 1894. The said Anderson is now in possession of the said land claiming it as his own.

That on the 22nd day of December 1891, the said A.J. Bailey conveyed another portion of the said tract which he had conveyed to said Pridemore, containing 52 acres to William Thomas, which tract of land was situated in the Craborchard on the right fork of Jones Creek; as will more fully appear by a copy of the said deed here filed as part of this bill as exhibit "E", and which was recorded on the 7th day of Jan, 1892, in D.B. ~~28~~ page 62.

That on the 23rd day of Dec. the said William Thomas and wife conveyed a portion of the said tract of land of ~~52~~ acres to Martin H. Witt, called in the deed 26 acres, as will more fully appear from a copy of the said deed here filed as part of this bill marked exhibit "F". Said deed was recorded July 15, 1901. So far as your orator has been able to ascertain from the records the said Witt is still the owner of the said 26 acres and the said Thomas is the owner of the remainder of the said 52 acres above referred to.

That the said Bailey sold another portion of said 200 acres which he had conveyed to said Pridemore to secure the said debt, said to contain about 42 acres to one Samuel Bailey, but said A.J. Bailey never made said Samuel Bailey any deed for said tract of land or executed him any written obligation in respect thereto. Your Orator does not know the exact amount which said Bailey was to pay to the said A.J. Bailey for said tract of land, but he is informed that said Samuel Bailey still owes of the purchase money thereon about the sum of \$250.00.

That your orator took said deed of trust in good faith and to secure a just debt, that said debt is still due and unpaid, that there has never been paid one cent thereon, and that the whole amount thereof as well as the interest thereon is still due and owing to your orator; that said deed of trust executed as aforesaid was duly recorded in the office of the clerk of the county court for Lee County on the 29th day of March, 1888, and as shown by the said deeds above referred to, before they were executed.



That so far as your orator is informed, the said conveyances made by the said A.J. Bailey, as above set forth, constitute the whole of the said 200 acres of land conveyed to the said Pridemore trustee

The premises considered your orator is advised that he has a right to subject the said lands to the payment of said deed of trust, in the inverse order of the alienations made as aforesaid, and as the said Bailey has sold said land and parted with the possession thereof he has a right to maintain this suit for the purpose of having the rights of all the parties thereto adjudicated, and a sale awarded for enough of said land as shall be necessary to satisfy the said debt secured by the said deed of trust, and the costs of this suit. *Said Bailey is still the owner of the Pan Valley lands-*

The prayer, therefore, of your orator is that A.J. Bailey, M.D. Collier, W.N.G. Slemp, Minervia Slemp, I.S. Anderson, William Thomas Martin H. Witt and Samuel Bailey be made parties defendant to this bill of complaint, and be required to answer the same, but not under oath, that being expressly waived; that the said Samuel Bailey, in addition to answering the general allegations of this bill, be required to specially answer by and under what contract he purchased said tract of about 42 acres, the terms of said contract, the amount which he was to pay for said land, where the same is located, the boundaries thereof, and how much he is still owing thereon, the date of his said contract of sale, and all the facts in connection with his said contract with the said Bailey; that upon a hearing your orator's debt by reason of said deed of trust, be declared a lien upon said tract of land or tracts of lands, and that the same be decreed to be sold, or enough thereof as shall be necessary to pay said debt, the interest thereon and the costs of this suit; and may all other and further relief be granted your orator that the nature of his cause and good conscience requires and he will ever pray &c.

*Bullett & Kiley*  
*Plaintiff*  
*Plaintiff*

P.D.



N. J. Bailey - Cribber -

Rebecca J. Cribber - Tex

Martha A. Bailey "

David L. Cribber -

Hallie Bailey Taylor & Co.

John M. Bailey died in 1880 - 3 children -

Edward Bailey

Esther Bailey

Myrtle Bailey

of age -



Novr 21<sup>st</sup> 1903

Plaintiffs Costs

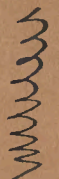
Murray Clerk 3.71

Tax 1.50

Shff 4.50

Morgan Co, Clerk 3.75

Henry S. Kane

v.  Bill In  
Chancery

A. J. Bailey & Co

Pennington Bros.  
ATTORNEYS AT LAW.  
JONESVILLE AND PENNINGTON GAP VA.



To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee Co.

The Petition of Samuel Payne, which he prays to have leave to file in the Chancery cause of H.S.Kane,vs. A.J.Bailey's heirs and others,now pending in the Circuit Court for Lee County,Va.

And your petitioner respectfully represents unto your honor as will more fully appear from an inspection of the file of papers in said cause,that on the 22nd day of February,1905,an oder or decree was duly pronounced and entered in said cause,and among other things,decreeing to said Kane against F.M.Parsons,admr.of the estate of said A.J.Bailey,the sum of \$333.49 with interest thereon from April,22nd,1905 and the costs of said suit;and also decreeing a sale of certain lands mentioned in said decree.

That one R.L.Pennington by said decree was appointed a special Commissioner to sell said lands,or enought thereof to pay said judgement against said estate,who advertised the time and terms and place of sale of the same;that before said Pennington made said sale,your petitioner bought in from said Kane his said Judgement,on the 15th day of April,1905,paying him the sum of \$369.20,which was a sum sufficient to pay said debt,its interest and the costs of said suit,and took from him an assignment in writing for the same,which is here filed as a part of this petition,marked "K";that before and at the time he bought said debt from said Kane,he had an agreement with Mary A.Bailey,widow of said A.J.Bailey,F.M.Parsons,Admr. of said estate,and some of the heirs of said Bailey,to buy at the price of \$400.00 a certain tract of land,lying and being in Lee County,near the town of Dryden,and being the land on which said A.J.Bailey,and his wife lived at the time of the death of said Bailey,which land was supposed to contain at the time of purchase 95 acres,but which turned out on a recent survey to contain only 70 acres,as will be seen, from a plat of the same with its meets and bounds,herewith filed,marked,"Survey";that said Mary A.Bailey was the owner,as he was at the time of his purchase informed,the owner in her own



of an undivided moiety of the same, and a dower right in the residue; that by an arrangement between the said Mary A. Bailey, and the administrator of said A. J. Bailey's estate, and the heirs of said Bailey, she consented to the said sale of said lands to your petitioner, and made him a deed for her interest in the same, which is here filed as a part hereof, marked ";Mary"; that it was then and now conceded by all interested in said land, that said sale of said land was to the best interests of said estate, and would be profitable to the estate; that it was further agreed at the time your petitioner purchased said land, the court should on a proper petition filed in said cause, appoint a commissioner for the purpose of making him a deed to said land, conveying all the right, title and interest in and to the same, which belonged to the said heirs of said A. J. Bailey; and ~~xxxx~~ when such deed should be made divesting the heirs of said A. J. Bailey from any and all right and title to said land, said Kane debt or judgment to be deducted from said \$400.00, and the expenses of procuring such deed therefrom also, and the residue to be paid to said A. J. Bailey's estate; this contract your petitioner is ready, able and willing to carry out on his part. But if for any cause, it should not be carried out, and your honor should not appoint a commissioner to convey to him title to said tract of land, then he was to be substituted in the place of said Kane, and have the benefit of said decree of Feb., 22nd, 1905.

Your petitioner will further allege, that said Mary A. Bailey is the widow of said A. J. Bailey, that F. M. Parsons, is the administrator of said estate, and that the following are the heirs of said A. J. Bailey: W. J. Bailey, Rebecca J. Creech, Martha A. Bailey, Parolee Laningham, Allie Bailey, Edward Bailey, Gertrude Bailey and Myrtle Bailey, and as such, took by inheritance the estate of said A. J. Bailey in a moiety of said land, but subject to the rights and debts owing by said Bailey to his creditors.

The premises considered, your petitioner prays, that a commissioner be appointed herein to make to him a deed to said land, conveying



to him whatever right, title or interest which the said heirs of said A.J. Bailey do or may have in and to the said land, mentioned in said exhibit "Survey"; that said Mary A. Bailey, F.M. Parsons, Admr. of the estate of said A.J. Bailey, W.J. Bailey, Rebecca J. Creech, Martha A. Bailey, Parolee Laningham, Allie Bailey, Edward Bailey, Gertrude Bailey, and Mrytle Bailey be made parties to this ~~XXXXXXXXXXXXXXXXXXXX~~ petition, but they need not answer on oath as that is waived; that on a hearing a commissioner be duly appointed to make to your petitioner a deed to said land, mentioned in said exhibit marked "Survey"; that in the event he be mistaken in his remedy asked, he prays that he have a judgement for said sum of money and a decree to sell sufficient of said A.J. Bailey's land to pay him his said Kane debt. And that all other, further and general relief be granted him as may be necessary to meet out justice and equity. And he will ever pray, etc.

attest, J. J. Yeary

<sup>his</sup>  
Samuel Kane  
mark



H. S. Kane

vs } Petition  
of Samuel Payne

A. J. Bailey & al



Office Of

W. E. THOMPSON

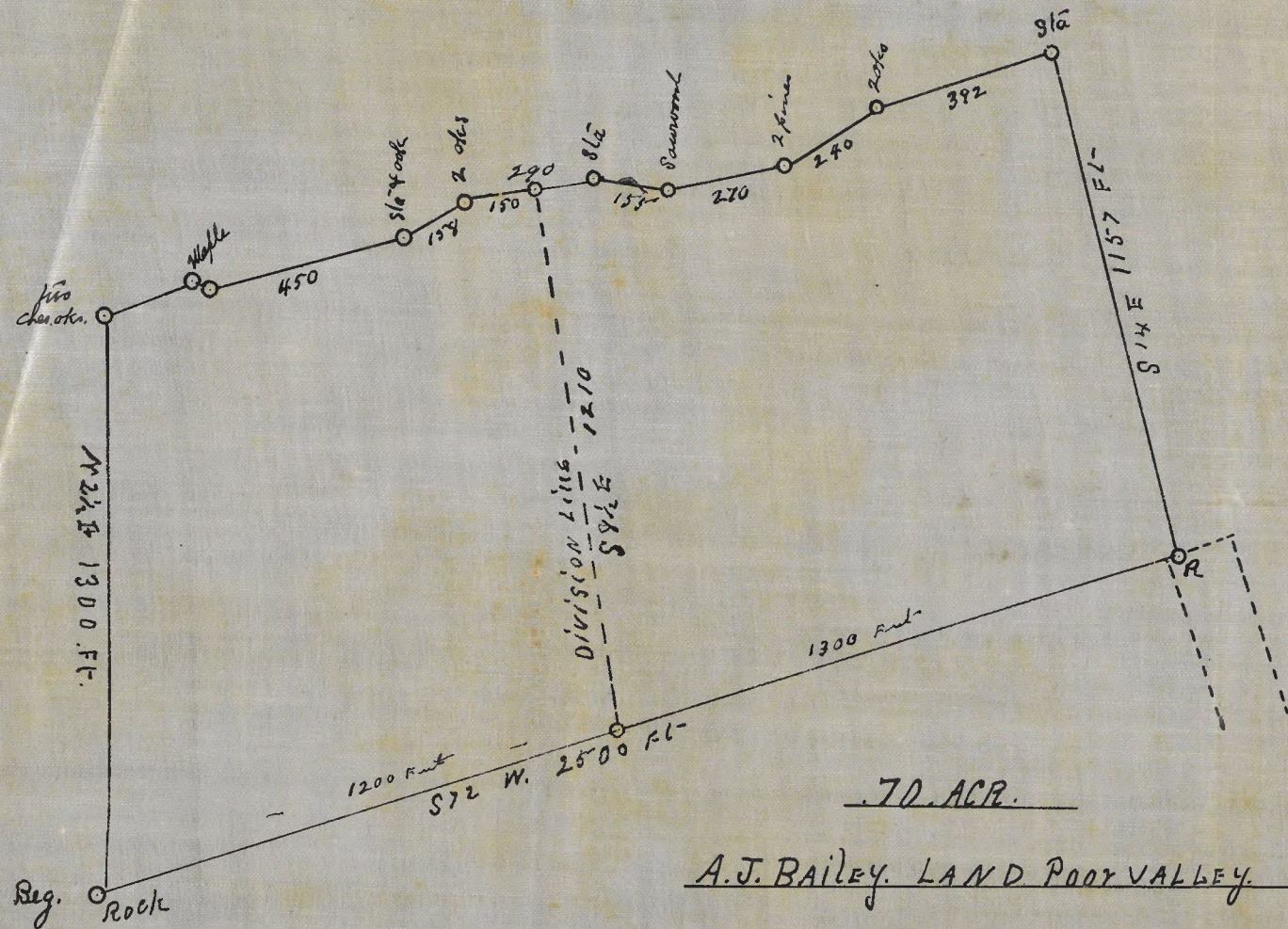
County Surveyor,

PENNINGTON GAP, VA. Sept-9, 1905-

I have Surveyed a Tract of Land in the  
Poor Valley North of Dryden Lee Co Va  
known as the Andrew J. Bailey Land  
Bounded as Follows

Beginning at a Planted Stone on the South  
~~Side~~ Side of Poor Valley Branch at the Foot of  
Poor Valley Ridge a corner to John Rivers  
S 72 W. 2500 Feet to a Rock S. 14 E. 1157  
Feet to a Stake on Top of Poor Valley Ridge  
with the Top of Said Ridge  
N 72 E 392 Feet to 2 Black oaks  
N 57 E 240 Feet to 2 firs N 78 1/2 E. 270 Feet  
to Sourwood in Rocks. S 83 E 155 Feet to a Stake  
N 79 E. 290 Feet to two Black oaks. N 54 E. 158  
to a Stake & Black oak Pointer N 75 E. 450 Feet to a  
Stake. S 68 E 33 Feet to a Maple & 2 Ches oaks on a Rock  
Corner to John Rivers & Elisha Bailey N 69 E. 212 Feet  
to 2 Ches oaks & a Dogwood. Thence with Said River  
Line N 2 1/2 E 1300 Feet to the Beginning  
containing Seventy Acres (70)<sup>A</sup>  
Sept-1905- W. E. Thompson S. W. C.





70. ACR.

A.J. BAILEY. LAND POOR VALLEY.

SURVEYED BY W. E. THOMPSON. 1905.



Pennington Gap, Va., April, 15th, 1905.

In consideration of the sum of Three hundred and sixty-nine and 20/100 dollars this day paid us, we hereby for H.S. Kane the beneficiary of the said sum of money, do hereby assign the said sum of money without recourse on us or the said Kane; <sup>to Samuel Payne</sup> the same being a debt owing by the estate of Andrew J. Bailey to the said Kane, and evidenced by the papers and proceedings of the case of said Kane against said Andrew J. Bailey et als, and now pending in the circuit court for Lee County, Virginia.

Pennington Bros

Attys.

For H.S. Kane in said suit.



To the honorable H. A. W. Skeen, judge of the circuit court  
for Lee county Virginia.

The joint and seperate demurer and answer of A. J. Bailey, ~~W. B. Collier~~  
Wm. Thompson, Martin H. Witt and Samuel Bailey, to a bill of  
complaint exhibited against them and others, in the circuit court,  
county of Lee, by Henry S. Kane.

The said defendants say that the said bill of complaint is not  
sufficient in law to require them to answer the same, and they do  
demur thereto accordingly, and for cause of demurer say, that the  
said bill if the same were true, which these defendants do in nowise  
admit contains ~~no~~ <sup>no</sup> matter of equity whereon this court can ground  
any decree or give the complainant any relief or assistance as against  
these defendants, for the following reasons;

Ist, If the complaint set out in the said bill were true the  
deed of trust exhibited therewith, marked exhibit "A" conveys in trust  
a two-hundred acre tract of land in the Crab Orchard, Lee county Va.  
if it conveys any thing, whereas the bill shows on its face four  
seperate and distinct tracts of land, owned by the said A. J. Bailey  
in the Crab Orchard, at the time of the execution of the said deed  
of trust, no one of which said tracts contained more than 112  $\frac{1}{2}$   
acres, and the four aggregating 332  $\frac{1}{2}$  acres.

2nd, The said deed of trust is to vague, indefinite and uncertain  
in its terms and discription to effect the rights of the vendees of  
the said A. J. Bailey, of the tracts of land mentioned and described  
in said bill of complaint ~~heretofore~~, and for the divers, errors and  
defects in said bill of complaint, contained and appearing on the  
face thereof, the said defendants do as aforesaid <sup>demur</sup> in law thereto  
and do humbly crave the judgment of this court, whether they can be  
compelled, or ought to make any answer thereunto them as aforesaid.  
And these defendants humbly pray to be hence dismissed with their  
costs and charges, and this behalf most wrongfully sustained.

But, if further answer thereto be required of them these respon-  
dants say, that it is not true that the tracts of land in said bill  
mentioned and described as being sold by the said A. J. Bailey to  
W. N. G. Slemp, Martin Collier, Wm. Thompson, Martin H. Witt and  
Samuel Bailey, constitute the land or any part thereof on which said



deed of trust was executed by the said A. J. Bailey to the said Henry S. Kane.

These respondents further say that the said A. J. Bailry has fully paid to Henry S. Kane the \$333.49 with interest thereon from the 24th day of March 1888, as follows, to-wit; on the ..... day of..... 1888, cash, \$75.00 and on the .... day of .....1888 500 bu. of corn which was to be received in full payment of said deed of trust to the said Henry S. Kane.

And now having fully answered all the material allegations of said bill which they are advised that it is material that they should answer, and denying all other allegations of said bill not herein specifically denied or admitted, these respondents pray to be hence dismissed with their reasonable costs in this cause expended.

And they will ever pray etc.

Per & Paul L-d.



A. J. Bailey et al.  
ad { Demurrer &  
Answer.

Henry S. Kane.

Filed in open court and  
by leave thereof July 14<sup>th</sup>  
1903.

A B Munsey Clerk



H. S. Kane,

Complt.

Vs.

In Chancery.

A.J.Bailey,et als.

Defts.

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee Co.

The answer of Mary A.Bailey,F.M.Parsons,administrator of the estate of A.J.Bailey,decd.,Wm.J.Bailey,Parolee Laningham,Rebecca J. Creech,Martha A.Bailey,Allie Bailey,Edward Bailey,Gertrude Bailey, and Myrtle Bailey,by J.C.Noel their attorney,to a petition filed in said cause by Samuel Payne;and for answer thereto,your respondents say that it is true that said Kane procured the judgement mentioned in his said petition;that the same was assigned to said Payne;that said Mary A.Bailey has made her deed to the land mentioned in said petition;that at the time such was done,it was agreed that the heirs of said A.J.Bailey should procure said Payne a deed to the said land,either through themselves or through the Court;that they have neglected to obtain such deed through themselves;that they are willing that your honor appoint a commissioner to make such deed, and here pray your honor to do so,add that such Commissioner do convey to the said Payne all their right,title and interest in and to said land,mention in exhibit "Survey" filed with said petition. They do this because they believe it to the best interest of the estate of said A.J.Bailey. Now having answered ,they pray to be hence dismissed with their reasonable costs in this behalf expended. And they will ever pray,etc.

J.C.Noel P.D.



H. S. Kane,

Vs Answer to Petition.

A.J.Bailey et als.



H. S. Kane, Complt.

Vs.

In Chancery.

A.J.Bailey,et als. Defts.

This cause came on this day to be heard upon the papers formerly read therein, the petition of Samuel Payne, which is this day filed by leave of the court, and exhibits filed with said petition, the answer of the defendants to said petition, who by counsel appeared to the same, and waived process, and was argued by counsel. On consideration of all which, and for reasons appearing to the court, it is adjudged, ordered and decreed, that said Samuel Paynes purchase of the land land mentioned in said petition in exhibit "Survey", be and the same is hereby confirmed and approved; and that in order to complete said Payne's purchase of the same, E. W. Pennington, who is hereby appointed a special commissioner for the purpose, will make to said Samuel Payne a deed with covenats of special warranty to said land, described in said petition in exhibit "Survey", convey<sup>ing</sup> all right, title and interest of the defendants to said petition to him; and it appearing that said E.W. Pennington has already made and herein files his deed to said land to said Payne, it is further adjudged, ordered and decreed that said deed, be and is hereby confirmed, and said Payne will take said land free from all the claims or rights of the said defendants to said petition. And said Payne will pay to said Pennington for his services the sum of \$5.00, which the said Payne shall have credit on the purchase price of said land. And it is further order that the judgement mentioned in said petition be and the same is hereby discharged and said Payne will enter such payment by himself or attorney on the judgment lien docket.

And this cause is stricken from the docket.



H.S. Kane,

Vs. In Chancery.

A.J. Bailey et als.

Enter this, Sept., 18th, 1905.

*H A W Shaw*

*Entered in C. O. B. 8  
page 63 etc.*



Henry S. Kane,

Complainant,

vs

A. J. Bailey's administrator, heirs

et als,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and it appearing that since last term of this Court, that A. J. Bailey, one of the defendants in this cause, has departed this life, intestate, and that his estate has been committed for administration to *F. M. Parsons* administrator, and that the said A. J. Bailey left as his heirs at law, the following named parties, to-wit: W. J. Bailey his son, Rebecca J. Creech his daughter, Martha A. Bailey his daughter, Parolee Landingham, his daughter, Allie Bailey his daughter, and three grand-children the children of his son John M. Bailey, to-wit; Edward Bailey, Gertrude Bailey and Myrtle Bailey, also a widow namely *Mary*<sup>*A*</sup> Bailey, and it further appearing to the Court that a scire facias has been duly issued to revive the said cause, in the name of said administrator, said heirs and widow, and said parties having accepted service of said scire facias by their attorney, and they failing to show, any just cause why said suit should not proceed in the name of said administrator and said heirs and widow, it is therefore adjudged, ordered and decreed that said suit is hereby revived in the name of said administrator and said heirs at law and said widow, and shall from thence forward proceed in their names to a final decree, as though said A. J. Bailey had not departed this life. It is further adjudged, ordered and decreed that said plaintiff, H. S. Kane recover of the said defendants, *F. M. Parsons* administrator of the estate of A. J. Bailey deceased, the sum of \$333.49, with interest thereon from the 21<sup>st</sup> day of *April* ~~February~~ 1905 till paid, and the cost of this suit. And It is further adjudged ordered and decreed that unless that said sum of money be paid within *60* days from this date, R. L. Pennington who is hereby appointed Special Commissioner for the purpose, will after having advertised the time, terms and place of sale, by written or



printed notices, posted at the front door of the Court-house in the neighborhood of the said land, at Pennington Gap, and such other places as he may deem proper and after having executed bond before the Clerk of this Court in the penalty of \$700.00 conditioned as the law requires will proceed to make sale, of enough of the following tracts of land as shall be necessary to satisfy said debt, and the costs of this suit, and commissions of sale, on a credit of one and two years time, except a sum sufficient to pay said costs and commissions which he will required to be paid in hand, with interest on the said deferred payments from the date of sale: First, a tract of land known as the William Thomas tract, situated in the Crab-orchard, on Jones Creek and said to contain 52 acres and described in exhibit "E" of the plaintiffs bill, second, a one-half interest in a tract of land, situated in the Poor Valley and being the lands on which the said A. J. Bailey lived at the time of his death, the other one-half interest in said land being owned by the said A. J. Bailey's wife,, the said Commissioner will offer for sale the tract of land first mentioned and in case the same shall not bring a sum sufficient to pay said debt and cost/then he will offer for sale, the said Poor Valley tract.

It is further adjudged, ordered and decreed that the deed of December 22nd 1891, from A. J. Bailey and Mary A. Bailey his wife to William Thomas described in the said plaintiffs bill as exhibit "E" is void as to the said plaintiffs deed of trust, and as to said debt is hereby set aside and declared for naught, and the said deed of Dec. 23rd 1891, between William Thomas and wife to Martin H. Witt is also void, and the same is hereby set aside and decredd to be null and void as to the deed of trust of the said plaintiff.

And the said R. L. Pennington, special commissioner for the sale hereinbefore directed to be made by him will take bond for the said deferred payments and said tract of land, with approved security, bearing interest from date, and he will report his action to the next term of this court. And this cause is continued.



N.S. Home. Engrt-

25.  $\frac{3}{4}$  Decree for  
 $\frac{3}{4}$  Sale &c

A. J. Bailey & Co

Entered in C. O.  
B. page 587.

Entered this Feb'y

22nd, 1905

H. A. W. Steen

Mar 22  
Apr 22  
May 22 Sale -



Henry S. Kane. Plff.  
vs  
A. J. Bailey et al. Defs. } In Chancery.

This cause came on this 14 day of July, 1903, to be heard upon the plaintiffs bill and the exhibits filed therewith, and was argued by counsel, and upon motion of the plaintiff, the said bill was dismissed as to M. D. Collier, W. N. G. Barron, Minervia Stemf and J. S. Anderson, and as to the 112½ acre tract of land mentioned and described in Exhibit "B"; and the other defendants, A. J. Bailey, William Thomas, Martin H. Witt and Samuel Bailey, are permitted to file their demurrer and answer to said bill of complaint, which is accordingly done; the consideration of which demurrer is passed; and this cause is continued.



Henry S. Kane, Plff.  
vs Decree No. 1.

A. J. Bailey, et al. defts.

En. C. O. B. 7/p 346.

Enter this decree.

A. C. W. Starn  
11 Judge.

July 14<sup>th</sup> 1903.



The deposition of Wm. Thomas taken before me W.T. Orr, a notary public in and for the county of Lee and State of Virginia, pursuant to an agreement between the counsel of plaintiff and defendants, on the 17th day of Sept., 1904 at the law office of E.W. Pennington in the town of Pennington, to be read as evidence on behalf of the defendants in a certain suit in chancery depending in the Circuit court for Lee County, wherein Henry S. Kane is complainant and A.J. Bailey et als are defendants.

Present J.C. Noel attorney for the Defendants

" E.W. Pennington for the complainant.

The witness Wm. Thomas, after being duly sworn deposes as follows:

Q.1. State your age, residence and occupation:

Ans I am 45 years old, Reside in Lee County, and am a farmer.

Q.2. Are you acquainted with A.J. Bailey, one of the defendants in this suit.

Ans. I am, and I suppose I am the same Wm. Thomas, who is made a defendant to this suit.

Q.3. When did you purchase from A.J. Bailey, the 52 acre tract of land that is mentioned in this suit as having been conveyed to you on the 22nd day of Dec., 1891, and described as laying on the right fork of Jones' creek.

Ans. The best of my recollection I bought it in 1878 or in 1879; some where along about that time. I sold it to some other parties in 1888.

Q.4. To whom did you sell it.

Ans. To M.D. Collier and Liza J. Bailey.

Q.5. When did you finish paying the purchase money on said land.

Ans. So soon as I became 21 years old.

Q. 5 Have you in your possession the original deed by A.J. Bailey to you.

Ans No, I sent it to the clerk's office to be recorded and never got it back.

Q.7. What is your recollection as to the when the deed was made to you?

Ans. About 1882.



Cross examination.

Q.1. Who wrote the deed which A.J.Bailey made to you.

Ans. I expect V.H.Kelly did; he took the acknowledgement of it.

Q.2. Did A.J.Bailey make you two deeds for the same land,if so why?

Ans. No sir;I don't recon he did.

Q.3. Did you own any other lands along about the time you owned the piece which you got from A.J.Bailey.

Ans. No sir.

And further this depoent saith not.

Wm. Lee Thomas  
mark

Virginia Lee County,to-wit:

I,W.T.Orr,do hereby certify that the foregoing deposition of Wm. Thomas,was duly taken subscribed and sworn to before me,for the puposes mentioned in the caption.

Given under my hand this the 17th day of Sept.,1904.

W. T. Orr

N.P.



The deposition of A. J. Bailey & W. J. Bailey taken by agreement of parties at the town of Dryden Va, Sept 15th 1904, before the undersigned Justice of the Peace in and for Lee County Va, to be read as evidence on behalf of the defendants in a certain Chancery cause pending in the Circuit Court of said County between Henry S Kane Plaintiff and A. J. Bailey <sup>et al</sup> Defendant. Present. E. W. Pennington Counsel for Plff. and Orr & Keel Counsel for Defts.

The said A. J. Bailey a witness of lawful age and being duly sworn deposes and says.

Ques 1. Please give your age, residence & occupation?  
Ans.

I am 77 years old; reside in Lee County, near Dryden and am a farmer.

Ques 2. Are you one of the defendants in this suit?

Ans. I am; I executed the deed of trust in question in this suit; but I did not read it.

At the time I executed this deed of trust I owned some land in the Chabor chard, Lee Co. Va. The deed of trust I executed intended to cover some lands on the south side of the river



Black, and about 200 acres  
of it.

Ques. 4 Did you own any land  
in the Poor valley.

Ans. I did not; but my wife  
owned some which she got  
from her father, James Parsons.  
There was about 85 acres  
of the land in the Poor valley  
which my wife owned. She is  
still living.

Ques. 5 I hand you a deed filed  
with complainant's bill marked  
exhibit "E", and purporting  
to be a copy of a deed executed  
by your wife to Her Thomas,  
examine this deed, and state  
whether or not, the land embraced  
in this deed was any part of  
the land included in the  
deed of trust sued on?

Ans. I have examined the deed;  
and a part of the land in-  
cluded in the deed to Thomas,  
is the same as that included  
in said deed of trust; I expect  
20 acres of the land conveyed



to said Thomas was in the  
deed of trust. I know that part  
of the Thomas land that was  
sold by Thomas to Martin  
H. Hill; and all the land which  
Martin H. Hill got from said  
Thomas was included in  
said deed of trust. The 42  
acres which I sold to Samuel  
Bailey was not a part of  
the land included in said  
deed of trust; it was some 3  
miles from the 200 acre  
tract. I contracted the 42 acres  
to said Bailey after said deed  
of trust was executed.

Ques. 6

See what arrangements if  
any you had with said  
Henry S. Kane to in regard  
to paying off said deed of trust.  
and what payments if any  
you have made on it.

Ans.

I went up to State Estilveira  
and we got into a Trade; and  
he wanted me to buy a lot of  
corn for him; told me to pay  
50¢ per bushel for it, that  
he was buying it for some



loggers that was coming up  
into the Crab Orchard from  
Dawell's river; that he thought  
corn was going to be scarce.  
He said he wanted me to  
buy 300 or 400 bushels;  
that he wanted 300 bushels,  
but he would take 400 bushels  
if I could buy it. I bought  
300 bushels, and I wrote  
to him that I had the corn  
ready. I put the letter &  
postal in the United States  
mail; also he sent a couple  
of men down there and I  
paid them \$20<sup>00</sup>; I told them  
to tell Kane that the corn  
was ready, and I was afraid  
the corn would spoil; it was  
a late fall and a wet winter.  
It began to mow; a good deal  
of it was shelled and poured  
into boxes; it was very damp  
when I bought it; all corn was  
damp that year. I asked  
them if Kane was a canning  
and they said if he did not



come, to let the corn alone  
 there; to make him take it.  
 He never came for the corn.  
 The corn so much rotted  
 that nothing would eat it; and  
 I had to haul it out and  
 throw it away. If Kane had have  
 come in a reasonable time  
 after I notified him it was  
 ready for him it would have  
 been all right. I told him  
 the corn would be damp  
 and sappy, and he said that  
 would be all right, that he  
 wanted to feed it to cattle  
 and horses. The last time  
 I was up at Estilville and  
 after the deed of trust was  
 recorded, I paid him \$55.<sup>00</sup>  
 I paid him the \$55.<sup>00</sup> at the same  
 time he told me ~~to~~ to buy the  
 corn. /

So much of the foregoing answer  
 that refers to what the two men  
 who came to him said to the wit-  
 nesses and he said to them is  
 excepted, unless it is shown  
 by competent proof that they



were Kane's duly authorized agents  
Edw. Punnington for the  
couple.

Ques. 7 On the day ~~it~~ on which Henry  
S. Kane gave his deposition in  
this case at Junesville, State  
whether he admitted to you  
that he had directed you  
to buy corn for him, if so,  
tell what he did say in this  
conversaiton.

Ans. Bob Punnington told me  
that Kane's deposition would  
not be taken until after  
dinner; so after dinner I  
went to Bob's office and  
met Kane there; he asked  
me who I was; I told him,  
we talked a little, and he  
wanted if I had paid any  
thing to any body on the  
end of trust; and I told  
him I had paid the man  
~~the~~ <sup>he</sup> sent down there \$20.<sup>00</sup>;  
he asked me how much corn  
I had bought; I told him  
I had bought 300 bushels



he said the man he aimed  
to sell to did not come on  
to log; and then he said he  
had understood I had fed  
hogs and fattened them on  
that corn. I told I did not  
have any to feed, and did  
not feed it; then he said  
he had forgot who had  
sent, that he had no re-  
ollection, but he said he  
thought he had sent one of  
the "Hoxes; and he had asked  
Max and Max told him,  
he did not go; then he asked  
me if I had ever paid Bride-  
more on it; I told him I  
had not.

X Examination

(1) Which was paid first the  
\$20<sup>00</sup> or the \$55<sup>00</sup>?

Ans The \$55<sup>00</sup>

(2) Was the deed of trust executed  
the last time you was at Estil-  
ville?

(3) It was I think it was, if not



the last time, the next before  
the last time I was there.

(4) Did you not execute some  
notes to Kane at the time you  
executed the deed of trust if  
so how many?

ans. I think I executed a couple;  
that is all I recollect.

(5) Had you executed any notes  
to Kane before the deed of trust  
was executed if so how many?

ans. I think I did execute one

(6) What were each note executed  
for?

(ans) For remnants of goods.

(7) Did you ever buy any goods  
or other thing from Mr. Kane  
after you gave the deed of  
trust?

ans. No, sir.

(8) Do you remember paying Mr.  
Kane any thing at the time  
on or the day the deed of trust  
was executed; if so how much?

ans. I don't think I did on that day.  
It now comes to my mind of  
paying him \$35<sup>00</sup> I think it was



are liked on the note.

(9) From whom did you buy the corn spoken of by you?

Ans. From different ones; it came in small lots mostly, I bought 3 wagon loads from Bill Hall who was living just above me at the time.

(10) Where was the terminus of the Railroad that now passes through Estilville at the time you executed the deed of trust?

Ans. At the Deep Cut, 5 miles west of Estilville.

(11) Can you read & write?

Ans. A little.

(12) Did your wife own at the time you executed said deed of trust any land in the Poor Valley in this county, if so how did she procure the same?

Ans. She did; But I don't remember whether it had then been divided. It was a year or so after her father died before it was divided among the heirs of her father.

(13) After your wife's father died did you not purchase some of



the hirs part of his land if so  
how many shares?

ans.

I bought one part; but paid  
for it by the timber which came  
from off the place. I think  
there were two hirs.

Q 14

Is the share which you  
bought a part of the 85 acres  
which you said in your  
examination in chief which  
belonged to your wife?

ans.

It is; there was about 42 1/2  
acres to the share.

(15)

Who was present when  
you and Mr. Kane had your  
conversation at Jonesville?

ans.

No one, they were alone.

(16)

What did you do with the  
700 acres which you say you  
owned on Little Rock Moun-  
tain at the time you executed  
said deed of trust?

ans.

I sold it to Mr. S. Celler.

(17)

What season of the year was  
it ~~you~~ the two men came to your  
house?

ans.

It was in Nov. I think. It may



have been in December. It was  
the same fall I bought the corn.

(18) Did you keep any book  
or memoranda of the corn as  
you bought it?

ans. I did?

(19) Where is the book.

ans. It is at my house.

20 Will you furnish this book  
or memoranda to Mr. Kansas  
Council?

ans. Yes - any time.

(21) Do you remember who the two  
men were who came to your  
house if so who?

ans. I do not

### Reverent

(1) Do you remember the year  
in which the corn was bought.

ans. It was in fall after the seed  
of trust was executed.

And I further this deposit  
with you.

d J Bailey



W<sup>m</sup> J. Bailey another witness  
after being duly sworn deposes  
as follows

(Q 1) Give your age, residence  
and occupation.

ans. I am 53; reside in the Crab-  
orchard, Lee County, Va., and am  
a farmer.

Q. 2. What relation to A. J. Bailey.

Ans. I am his son. I remember my father, about  
the fall of 1888, purchased a quantity of corn  
at his store in the Crab Orchard. The corn  
laid there and rotted. It was a wet fall.  
A large amount was in a crib and some  
in boxes. The corn was soft when he  
haught it

Examinined

Ques. In what year was this corn haught.

Ans. I suppose about the year 1888.

Ques. Why do you think it was 1888.

Ans. I think it was right about the time  
of President Harris's race for President.  
and further this deponent saith not.

W. J. Bailey

The foregoing depositions of A. J. Bailey



\* W. J. Bailey were duly taken, subscribed  
and sworn to before me at the time  
and place and for the purposes in the  
Caption mentioned. Given under my  
hand this Sept 15<sup>th</sup> 1904.

J D Clinger J. C.

J. P.'s fee \$1.50



A. J. Bailey et al.  
vs. Deft  
Henry S. Kane

Filed Sept 16, 1904.

W. C. T. Ewing, Clerk.



Deposition of HENRY S. KANE, taken before me PEARL SUMMERS,  
a Notary Public in and for the County of Lee, State of Virginia,  
pursuant to notice hereto attached, at the law office of  
R. L. Pennington in the town of Jonesville, on the 1st day of  
August, 1904, to be read on behalf of the plaintiff in an order  
suit in chancery pending in the Circuit Court for Lee County,  
wherein Henry S. Kane is plaintiff and Andrew J. Bailey et al  
are defendants.

PRESENT: R. L. PENNINGTON, of Counsel for Plaintiff.  
GEO. P. CRIDLIN, of Counsel for Defendants.

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HENRY S. KANE, a witness of lawful age, being first duly sworn, deposes as follows:

Examination in chief by R. L. Pennington.

Q. 1. State your age and residence.

A. I am 44 years old; residence, Gate City, Va.

Q. 2. Are you the same Henry S. Kane who is the plaintiff in the case in which you are now about to give your deposition?

A. I am.

Q. 3. In your bill of complaint you allege that A. J. Bailey is indebted to you in the sum of \$333.49 for an indebtedness created April 24, 1888, or before that time, and that to secure the payment of said debt, you took, as security therefor, a deed of trust, a copy of which is filed with this bill marked as "Exhibit A."; please state for what said indebtedness was created and how much, if any, of the same is now due and owing.

A. The debt was created for general merchandise. I was a merchant selling goods at the time the debt was made at Gate City, Va. Mr. Bailey represented himself as a merchant doing business in the Crab Orchard in Lee County, Va., and he came there to Gate City and bought several bills of goods from me and for the amount of the purchase at the time executed a note. He came there, I think it was in January 1888 and made a purchase of some goods and upon the purchase I think he paid one payment at that time of \$35.00 which is credited upon one of the notes. He came back in March at the time which he executed the trust deed and he had failed to make any payment in that time on his indebtedness to me to anything like liquidate his indebtedness. I told him I couldn't sell him any



more goods, unless he paid me or secured me, and he told me that he was the owner of two tracts of land in Lee County, one of which laid in the Crab Orchard which contained two hundred acres and the other laid in Poor Valley, which contained one hundred acres, as well as I remember, and I told him that I wanted him to secure my debts. I went and saw Col. A. L. Pridemore of this county and had him to prepare the trust deed. This was in March 1888, and Mr. Bailey executed the trust deed before the Clerk of our County Court, C. M. Carter, to secure the amount he was indebted to me. He has never paid me anything upon the amount secured by the trust deed and the whole amount, with interest, is owing me.

Q. 4. Did you take a note for the amount secured by the deed of trust? If so, was all the indebtedness put in one note, or in several notes?

A. The indebtedness was represented by, I think, three notes, as well as I remember; I have the notes at home.

Q. 5. I will ask you to file with the notary the notes referred to in your deposition.

A. I will furnish the notary with notes above referred to, as soon as I return home and can get open the iron safe in which the notes are deposited at this time and which has gone through a fire. I am unable to open the safe without the assistance of an expert.

Q. 6. Mr. Bailey, in his answer, states that he has paid you in full the amount of the note secured by the deed of trust by the payment of \$70.00 in cash in the year 1888 and five hundred bushels of corn, which he says was to be received in full payment of said deed of trust. I



will ask you to state whether you ever received said sum of \$70.00 in cash, as a payment on said note from Mr.

Bailey, or any other person for him, or any other sum of money, since the execution of the notes above referred to down to the present date.

A. I received from Mr. Bailey since the notes were executed prior to the execution of the trust deed the sum of \$35.00, which is a credit on one of these notes, which was a part of the indebtedness for which the deed of trust was given.

Q. 7. The \$333.49 then, as I understand you, represented the amount which Mr. Bailey owed at the date of the execution of the deed of trust ?

A. It did.

Q. 8. Since the execution of the deed of trust has anything been paid you?

A. I have never received a cent upon the debt since the execution of the deed of trust, neither in cash nor produce.

Q. 9. Mr. Bailey says in effect in his answer that you agreed to accept, or receive, in full payment of said deed of trust five hundred bushels of corn and \$75.00; please state whether you had any such contract with Mr. Bailey.

A. I never had any such contract with Mr. Bailey.

Q. 10. Did Mr. Bailey ever furnish you any corn?

A. He did not.

Q. 11. Did Mr. Bailey ever contract to furnish you any corn which you did not accept from him?

A. Mr. Bailey, upon one occasion, told me when he was buying goods that there was a good deal of corn in his country



and asked me if I would buy corn: I told him that I bought all kinds of produce and grain and would pay him a fair market price for it, if in good condition when delivered at my place of business, but Mr. Bailey never did bring any corn to my market.

Q. 11. Did you ever have any talk with him in person, after he had agreed to sell you some corn and deliver it?

A. It was prior to the last time to the execution of this deed of trust that he had spoken of being able to buy corn and other produce at his place of business in the Crab Orchard; but when he came to Gate City in March 1888, he told me, as I remember, that he had been unable to buy any quantity of corn, that there were some timbering interests up there and it could be sold. Having failed to meet the notes which he owed me as balances on bills of goods, which he had bought prior to his trip there in March 1888, I then declined to sell him and asked that he secure my debt. He represented to me at the time, which was the base of credit, that he was the owner of at least two tracts of land, upon which he gave me this trust deed.

Q. 13. Do you know anything personally of the two tracts of land mentioned in the deed of trust, other than what was stated to you by Mr. Bailey at the time you took the deed of trust?

A. I do not.

Q. 14. Did he represent to you at the time you took the deed of trust from him that he was the owner of the two tracts of land on which he executed this deed of trust?

A. He did; he said he owned one tract of two hundred acres in the Crab Orchard and another tract of one hundred acres in Poor Valley, all of which said tracts of land lying



and being in the County of Lee.

Q. 15. Did Mr. Bailey, before the bringing of this suit, ever make any claim to you that he had settled this debt by the payment of corn, or contract to furnish corn to you?

A. He did not.

Cross examination.

Q. 1. From one to two months after the execution of the deed of trust at your store in Gate City, did not Mr. Bailey pay you the sum of \$55.00 in cash, which was to go as a credit on the deed of trust debt?

A. He did not; if so, I would have given him a receipt of the money, but I have no recollection of it.

Q. 2. Some three or four months after the execution of this deed of trust, did you not send two men, your agents or attorneys, to Mr. Bailey to collect the deed of trust debt, or some part thereof?

A. It seems to me that I sent someone to see Mr. Bailey and ask him to see if collection could not be made, but I haven't been able to recall to memory who it was.

Q. 3. Did not your said agent, or attorney, report back to you they collected the sum of \$20.00 in money from Mr. Bailey on the debt?

A. I don't recall it at this time if they did. If I sent any agent, or attorney, to Mr. Bailey and they collected any money from him upon this debt, they would have given him a receipt for the amount paid them.

Q. 4. Do you know whether or not your agents, or attorneys, did collect any sum, or sums, of money from Mr. Bailey on this debt?

A. I do not.



Q. 5. If they did collect any sum, or sums, of money from Mr. Bailey on the deed of trust debt, do you know whether or not they gave him a receipt therefor?

A. If I sent any attorney or agent to see him, my instructions would have been, if he paid any portion or all of the debt to have given him a receipt for said amount paid.

Q. 6. Some time in the fall, after the execution of the deed of trust in March, did you not ask Mr. Bailey to buy corn for you, some three to five hundred bushels, to keep at his place for you, and that you would dispose of to some persons who were logging near his place of business: and did not Mr. Bailey buy some three hundred bushels of corn for you, notify you that he had purchased this corn and that it was ready for you at any time you would call on him for it, and did he not further notify you that this corn was new and was liable to spoil, if not attended to at once?

A. I made no contract with Mr. Bailey to buy or hold any corn for me at his place of business, but I may have told him, as I told all of my other customers from whom I would buy grain or produce, that if he could buy corn that was sound and marketable and could deliver it at my place, that I would give him the market: but, as heretofore stated, Bailey told me some time, during the latter part of 1887, perhaps, in December 1887 or January 1888 at my place that he could buy some corn and asked me if I would buy corn. I told him that we bought more or less corn, but, as I have stated heretofore, when Mr. Bailey came there in March of 1888 he had failed to buy corn; this was the time this deed of trust was executed.



He never said anything to me about one or any agent that I ever sent there, or if I ever had two there, he never told me about it.

Q. 7. How far is it from Gate City to the place where Mr. Bailey did business in the Crab Orchard?

A. Between 35 and 40 miles, I guess.

Q. 8. In the year 1888 was there any railroad between Gate City and the Crab Orchard in Lee County?

A. I don't think there was; all produce was hauled in wagons from Lee County to Bristol.

Defendants reserve the right to cross examine the witness in reference to the notes to be hereafter filed with this deposition, if they are advised that it is necessary to do so.

And further this deponent sayeth not.

HENRY S. KANE.

By agreement of counsel signature of the witness is waived.

VIRGINIA, LEE COUNTY, TO-WIT:

I, Pearl Summers, a Notary Public in and for the County of Lee and state aforesaid, do hereby certify that the foregoing deposition was duly taken and sworn to before me, at the time and place and for the purpose mentioned in the caption.

Given under my hand this the 1st day of August, 1904.

Pearl Summers. N. P.

*Bill Floto A.P. 3 hrs. @ 75c = \$2.25*



HENRY S. KANE,

GENERAL MERCHANT,

ESTILLVILLE,

VIRGINIA.

No. 3

Estillville, Va., March 23<sup>rd</sup> 1888

One day after date I promise to pay

to HENRY S. KANE, or order,

One Hundred & forty four <sup>100</sup> Dollars,

for value received, and I hereby waive as to this debt my homestead exemption.

Given under my hand and seal this 23<sup>rd</sup> day of March 1888.

\$144<sup>00</sup>

Due, \_\_\_\_\_

C. J. Bailey

[SEAL.]

[SEAL.]

Bill by our Merchants



Filed with H. B. Kow's  
depositions as part  
thereof.

Reed Summers  
N. P.



HENRY S. KANE,

GENERAL MERCHANT,

ESTILLVILLE,

VIRGINIA.

No. 20

Estillville, Va. March 23<sup>rd</sup> 1888

One day after date I promise to pay  
to HENRY S. KANE, or order,

~~Eighty~~ 58 Dollars,  
100

for value received, and I hereby waive as to this debt ~~my~~ homestead exemption.

Given under ~~my~~ hand and seal this 23 day of March 1888.

\$

Due,

Recd - R. J. Bailey

[SEAL.]

[SEAL.]

(Bill of Exchange)



Filed with L. H. Kouss  
deposition as for  
The of

Read Sumner  
N. P.



HENRY S. KANE,

GENERAL MERCHANT,

ESTILLVILLE,

VIRGINIA.

No. 1

Estillville, Va., January 24 1888

One day after date I promise to pay

to HENRY S. KANE, or order,

Two Hundred & 27 <sup>100</sup> Dollars,

for value received, and I hereby waive as to this debt my homestead exemption.

Given under my hand and seal this 24 day of January 1888.

\$207 <sup>27</sup>/<sub>100</sub>

Attest  
Due, J. S. Kane

A. J. Bailey [SEAL.]

[SEAL.]



1888 March 23 breed  
By each Ninety Eight  
Dollars <sup>86</sup> <sub>100</sub>

W. L. Smith, Jr.,  
St. Louis, Mo.  
N. F.  
N. F.



Henry S. Kone Cust.

2 Deposition of  
H. S. Kone

A. J. Bailey et al  
vs

Rec'd from Court Summons

A. P. filed & this Aug

14, 1904.

H. C. Ewing, Clerk.

A. P. fee. \$2.25



STATE OF VIRGINIA

LEE CIRCUIT COURT.

H. S. Kane, . . . . .Plaintiff,

vs- IN CHANCERY,

Andrew J. Bailey, . . . . .Defendant.

\* \* \* \* \*

The depositions of Judge W. S. Mathews and others, taken before me, W. H. Hylton, a Notary Public in and for the County of Wise, in the State of Virginia, on this the 6th day of December, 1904, at the law offices of Bullitt & Kelly, in the town of Big Stone Gap, Wise County, Virginia, pursuant to notice hereto annexed, to be read as evidence on behalf of the Plaintiff, H. S. Kane, in a certain suit in Equity depending in the Circuit Court of Lee County, Virginia, wherein the said H. S. Kane is Complainant and Andrew J. Bailey is defendant.

PRESENT: R. L. Pennington, Esquire, Counsel for H. S. Kane.

And no witnesses appearing the further taking of these depositions is adjourned to Thursday the 8th day of December, 1904, at the same time and place as mentioned in the notice hereto. Given under my hand, this the 6th day of December, 1904.

*W. H. Hylton*

Notary Public Wise Co., Va.-



STATE OF VIRGINIA

LEE CIRCUIT COURT.

H. S. Kane, . . . . .Plaintiff,

vs- IN CHANCERY,

Andrew J. Bailey, . . . . .Defendant.

\* \* \* \* \*

The depositions of Judge W. S. Mathews and others, taken before me, W. H. Hylton, a Notary Public in and for the County of Wise, in the State of Virginia, on this the 6th day of December, 1904, at the law offices of Bullitt & Kelly, in the town of Big Stone Gap, Wise County, Virginia, pursuant to notice hereto annexed, to be read as evidence on behalf of the Plaintiff, H. S. Kane, in a certain suit in Equity depending in the Circuit Court of Lee County, Virginia, wherein the said H. S. Kane is Complainant and Andrew J. Bailey is defendant.

PRESENT: R. L. Pennington, Esquire, Counsel for H. S. Kane.

And no witnesses appearing the further taking of these depositions is adjourned to Thursday the 8th day of December, 1904, at the same time and place as mentioned in the notice hereto. Given under my hand, this the 6th day of December, 1904.

W. H. Hylton  
Notary Public Wise Co., Va.-



-2-

Met pursuant to adjournment of the 6th day of December, 1904, and no witnesses appearing the further taking of these deposition is adjourned until tomorrow the 9th day of December, 1904, between the same hours and at the same place. Given under my hand, this the 8th day of December, 1904.

W. H. Hylton  
Notary Public Wise Co., Va.

Met pursuant to adjournment on yesterday this the 9th day of December, 1904, and no witnesses appearing the further taking of these depositions is adjourned until tomorrow the 10th day of December, 1904.  
Given under my hand this the 9th day of December, 1904

W. H. Hylton

Met pursuant to adjournment, this the 10th day of December, and no witnesses appearing the taking of these depositions is adjourned until Monday morning December 12, 1904. Given under my hand this 10th day of December, 1904.

W. H. Hylton



-2-

Met pursuant to adjournment of the 6th day of December, 1904, and no witnesses appearing the further taking of these deposition is adjourned until tomorrow the 9th day of December, 1904, between the same hours and at the same place. Given under my hand, this the 8th day of December, 1904.

*C. H. Miller*  
\_\_\_\_\_  
Notary Public Wise Co., Va.

Met pursuant to adjournment on yesterday this the 9th day of December, 1904, and no witnesses appearing the further taking of these depositions is adjourned until tomorrow the 10th day of December, 1904. Given under my hand this the 9th day of December, 1904

\_\_\_\_\_  
Met pursuant to adjournment, this the 10th day of December, and no witnesses appearing the taking of these depositions is adjourned until Monday morning December 12, 1904. Given under my hand this 10th day of December, 1904.



To Andrew J. Bailey,

Take notice that I shall, on the 6th day of December, 1904,  
at the law offices of Bullett and Kelly in the town of Big Stone Gap, Va.

between the hours of 8 A. M. and 4 P. M., on that day, proceed to take the depositions  
of Judge W.S. Mathews and others, to be read in evidence in my behalf,  
in a certain suit depending in the Circuit court for the County  
of Lee wherein you are Defendant  
and I am Plaintiff

and if from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Very respectfully,

*H.S. Kone*

By Pennington Bros. Atts.



dec the 2, 1904

FORM No. 404.

H. S. Kone

vs.

}

NOTICE TO TAKE  
DEPOSITIONS.

A. J. Bailey

P. B. Bova

p. q.

Executed on the  
2<sup>nd</sup> day of Dec.  
1904 by delivering  
a true copy of  
the within notice  
to A. J. Bailey  
J. T. Hughes S.S.  
for P. M. Bove  
S. L. C



THIS DEED made this 24th day of March in the year 1888, between A. J. Bailey of the County of Lee in the State of Virginia, of the first part and A. L. Pridemore of said County and State of Virginia, of the second part,

Witnesseth, that whereas the said A. J. Bailey has represented to one Henry S. Kane a merchant of the town of Estillville in the County of Scott in said state that he is the owner of one certain tract or parcel of land situated in the Crab-orchard in said County of Lee which contains two hundred acres (200) and the other tract contains 100 acres in Poor Valley Lee County Va. and that said two tracts are free from all encumbrances, and whereas upon such representation the said Kane agrees to and did sell to the said A. J. Bailey certain good wares and merchandise amounting to the sum of Three hundred thirty-three dollars and forty-nine cents with interest from the 24th day of Mch. 1888, and whereas the said A. J. Bailey is willing and desirous to secure the payment of the said sum of \$333.49 to said Kane with legal interest thereon from said 24th day of March 1888, till paid. Now for and in consideration of the premises and the further sum of one dollar in hand paid by the said Pridemore to the said Bailey at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, the said A. J. Bailey has granted bargained sold, released and conveyed unto the said A. L. Pridemore the said above described tracts of land situated in the said County of Lee in the Crab-orchard.

To have and to hold the same unto the said Pridemore forever. In trust nevertheless, to secure the payment of the sum of \$333.49 which the interest thereon from said 24th day of March 1888, until paid. Now if the said A. J. Bailey fails to pay said sum of \$333.49 with interest thereon or before the 1st day of June 1888, then it shall be lawful for the said Pridemore after having advertised the time, terms and place of sale for thirty days at the front door of the Court-house of said Lee County and in the neighborhood where said lands lay by written advertisement shall sell said land or so much thereof as may be necessary to pay said interest and cost



of sale for cash in hand and out of the proceeds of such sale he shall pay to said Kane the said amount of his debt and interest and after reserving unto himself 5 % for his trouble he shall pay the overplus if any to the said Bailey.

Witness the following signatures and seals, the day and date first first above written.

A. J. Bailey (Seal)

State of Virginia, County of ~~Scott~~ to-wit;

I, C. M. Carter Clerk of the County Court for the County and State aforesaid, do certify that A. J. Bailey whose name is signed to the writing above bearing date on the 24th day of March 1888, personally appeared before me in my County and State aforesaid and acknowledged the same to be his act and deed. Given under my hand this 24th March 1888.

C. M. Carter Clerk.

Virginia, Lee County Court Clerks Office Mch. 29th 1888.

The foregoing deed bearing date March 24th <sup>1888</sup> between A. J. Bailey of Lee County Virginia, of the one part and A. L. Pridemore Trustee for the benefit of H. S. Kane of SCott Co. Va. of the second part was this day filed this Office and admitted to record upon the certificate of C. M. Carter Clerk of Scott County Court Va.

Teste; John R. Gibson, Clerk.

A Copy Teste; B. M. Morgan Clerk.  
(D. B. 23 page 176)



A. J. Bailey  
To & Deed  
A. L. Pridemore Trustee

---

Copy

Kane  
v-

Bailey et al -

Exhibit - "A"

Clerk 50 cts



THIS DEED of conveyance made and entered into this the 9th day of November 1888, between Stepehn N. Creech and Rebecca J. Creech his wife, and A. J. Bailey and Mary A. Bailey his wife of the County of Lee and State of Virginia, of the first part and Martain D. Collier and William N. G. Slemp of the County of County of Lee and State of Virginia, of the second part;

Witnesseth, That for and in consideration of the sum of Five hundred and sixty-two dollars & fifty cents in hand paid and secured to be paid by the party of the second party to the party of the first part the receipt of which is hereby acknowledged the said party of the first part by ~~thease~~ presents <sup>deliver</sup> give, grant, bargain, sell and convey unto the parties of the second part a certain parcel or tract of land lying and being in said County and State containing 112 acres and one half ~~\$112~~ 112 1/2 lying on Jones Creek on the south side of Little Black Mountain and bounded as follows to-wit; Beginning at a chestnut and dogwood thence N 43 E 38 poles to a rock in the branch S 49 E 20 poles to a rock N 16 E 24 poles to two water oaks thence N 31 W 9 1/2 to a locus N 37 W 10 poles to a stake N 82 W 13 poles to a stake near a graveyard thence N 31 1/2 W as the ridge meanders 21 poles to a stake N 55 W 25 poles to a chestnut in the gap of the ridge N 27 W 9 1/2 poles to Witts corner N 68 W 8 3/4 poles to a stake N 42 W 26 1/2 poles to a stake N 17 W 24 poles to a stake N 31 W 26 poles to a stake N 48 W 11 1/2 poles to a stake N 56 W 6 1/2 poles to a stake N 42 W 10 poles to a stake N 35 W 26 poles to a stake N 52 W 5 3/4 poles to a stake N 36 W 24 poles to a stake N 42 W 8 poles to a stake N 59 W 20 poles to a stake N 40 W 12 poles to a stake N 58 W 4 poles to a stake N 57 W 16 poles to a stake N 44 W 9 poles to two chestnut oaks on top of the Little Black Mountain thence S 83 W 29 1/2 poles to a rock on a high point thence south 28 E 8 poles to a stake south 35 E 9 poles to a stake S 42 E 28 poles to a stake S 35 E 21 1/4 poles to a stake S 42 E 11 3/4 poles to a stake S 46 E 17 poles to a stake S 21 E 8 2/3 poles to a stake S 44 E 37 poles to a stake S 48 E 17 poles to a stake S 35 E 12



poles to a stake S 22 E 9 poles to a stake S 4 W 12 poles to a stake S 18 W  
26 poles to a stake S 28 E 7 poles to a small black oak thence S 46 E 4 poles  
to a stake S 70 E 7 poles to a stake, S 63 E 13 poles to a stake S 53 E 15  
poles to a stake S 40 E 11 poles to a stake S 49 E 15 poles to a stake S 17  
E 27 poles to an oak S 50 E 38 poles to the beginning.

To have and to hold the parcel or tract of land with all its appurtenances  
unto the party of the second part and his heirs forever, and the party of  
the first part covenants that they will warrant generally the title to  
the land hereby conveyed and the party of the first part hereby reserve a  
vendors lean for Five hundred and sixty two dollars and fifty cents on said  
~~land~~ until the purchase money is fully paid.

Witnesseth the following signatures and seals, this the day and  
date first above written.

Witness

H. P. Dixon

Stephen N. Creech (Seal)

Rebecca A. Creech (Seal)

A. J. Bailey (Seal)  
her

Mary x Bailey (Seal)  
mark

State of Virginia, County of Lee;

I, F. M. Parsons a Justice of the Peace for the County of Lee and  
State above named do certify that Stephen N. Creech and Rebecca J. Creech  
his wife and A. J. Bailey and Mary A. Bailey his wife whose names are signed  
to the foregoing deed bearing date on the 9th day of November 1888, acknowl-  
edged the same before me in my County and State aforesaid, to be their act  
and deed and that the said Rebecca J. Creech the wife of said Stephen N.  
Creech and Mary A. Bailey wife of the said A. J. Bailey being examined by me  
privily and apart from their husbands and having the writing aforesaid fully  
explained to them acknowledged the same to be their act and deed that they  
willingly executed the same and does not wish to retract it.

Given under my hand and seal this November the 9th day 1888.

Francis M. Parsons J. P.



Virginia, Lee County Court Clerks office Dec. 3rd 1888.

The foregoing deed bearing date Nov. 9th 1888 between Stepehn N. Creech and Rebecca J. his wife and A. J. Bailey and Mary A. his wife of the first part and Martin V. Collier and W. N. G. Slomp of the second part all of Lee County Virginia, was this day filed in this office and admitted to record upon the certificate of F. M. Parsons a Justice of the Peace for said County.

Teste; John R. Gibson Clerk.

A Copy Teste; B. M. Morgan -----Clerk.  
(D. B. 23 page 486 & C)



A. J. Bailey et al  
To / Deed  
Martin Collier et al

---

Copy

Kane  
v

Bailey et al

Exhibit - "B"

Clerk .75-cts



THIS DEED made this 15 day of October 1892, by and between M. D. Collier and Martha V. L. Collier his wife of the first part and W. N. G. Slomp and Minerva Slomp his wife, of the second part, all of Lee County Virginia;

Witnesseth, that for and in consideration of the sum of a certain lean supposed to be Two thousand dollars mor or less M. D. Collier part of said land parties of the first part do bargain, sell and convey and deliver unto W. N. G. Slomp a certain tract or parcel of land lying and being in the Crab-orchard in the County of lee and State of Virginia, sitauted on the head waters of Jones creek waters of the North fork of Powells river and bounded as follows to-wit; Beginning on a white oak and chestnut thence with Martain H. Witts line eastwardly to John C. Pennington line to a small chestnut thence with said ridge to the top of the Little Black Mountain thence with the top of said mountain westwardly to W. N. G. Slomp and M. D. Collier corner known as the Stephen Creech and A. J. Bailey land thence south with said ridge, to the beginning containing one hundred and forty five acres, and also one-half interest in the Stephen Creech and A. J. Bailey tract of land containing one hundred and twelve acres and a half adjoining the above mentioned tract of land parties of the second part to have and to hold with i ts appetainces thereunto his heirs forever subject to said I. S. Anderson leane parties of the first part do warrant generally the lands hereby conveyed.

Witness the following signatures and seals.

M. D. Collier (Seal)

Martha V. L. Collier (Seal)

State of Virginia, County of Lee to-wit;

I, F. M. Parsons a Justice of the Peace in and for the aforesaid County and State do certify that M. D. Collier and Martha V. L. Collier his wife whoes names is signed to the foregoing deed baring date on the 15th day of October 1892 acknowledged the same before me in my and State aforesadd. Given under my hand and seal, this 15 day of February 1893.

F. M. Parsons J. P.



Virginia, Lee County to-wit;

In the office of the Clerk of the said County, the 21 day of February 1893. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; John R. Gibson Clk.

A Copy Teste; B. B. Morgan-Clerk.  
D. B. 29 page 206)



M. D. Collier wife  
To } Deed  
H. N. G. Slump wife

---

Copy

Kane  
✓

Bailey et al

Exhibit - "L"

Clerk s & cts



THIS DEED made this 8th day of June 1894, between W. N. G. Slemp and Minerva A. D. Slemp his wife and Henry J. Morgan Trustee as hereinafter mentioned of the first part, and I. S. Anderson of the second part, all of the County of Lee and State of Virginia;

Witnesseth, that in consideration of a note of said Slemp and M. D. Collier executed to the said Anderson upon which there is a balance due of more than Two thousand dollars (\$2000) being surrendered by said Anderson to said Slemp the said W. N. G. Slemp and Minerva A. D. Slemp his wife do by these presents give, grant, bargain, sell, release and convey unto the said Anderson three certain tracts or parcels of land adjoining each other lying and being in the said County of Lee and in the Crab-orchard Country and on the head waters of Jones Creek the first of which tracts contains 112 acres and was conveyed to the said Slemp and M. D. Collier by Stephen N. Creech & wife A. J. Bailey & wife and is bounded as follows to-wit;

Beginning at a chestnut & dogwood thence N 43° E 38 poles to a rock in the branch S 49° E 20 poles to a rock N 16° E 24 poles to two wateroaks N 31° W 9 1/2 poles to a locust N 37° W 10 poles to a stake N 82° W 13 poles to a stake near graveyard N 31 1/2 W as the ridge meanders 21 poles to a stake N 55° W 25 poles to a chestnut in the gap of the ridge N 27° W 9 1/2 poles to Witts corner N 68 W 8 3/4 poles to a stake N 42° W 26 1/2 poles to a stake N 17 W 24 poles to a stake N 31° W 26 poles to a stake N 48° W 11 1/2 poles to a stake N 56° W 6 1/2 poles to a stake N 42° W 10 poles to a stake N 35° W 26 poles to a stake N 52° W 5 3/4 poles to a stake N 56° W 24 poles to a stake N 42° W 8 poles N 59° W 20 poles to a stake N 40 W 12 poles to a stake N 58 W 4 poles to a stake N 51 W 16 poles to a stake N 44 W 9 poles to two chestnut oaks on top of the Little Black Mountain thence S 83 W 29 1/2 poles to a rock on the high point S 28° E 8 poles to a stake S 42° E 28 poles to a stake S 35° E 21 1/4 poles to a stake S 42 E 11 3/4 poles to a stake S 46 E 17 poles to a stake S 21 E 8 2/3 poles to a stake S 44 E 27 poles to a stake S 48° E 17 poles to a stake S 35° E 12 poles to a stake S 22° E 9 poles to a stake S 4 W 12 poles to a stake S 18° W 26 poles



to a stake S 28° E 7 poles to a small black oak S 46° E 4 poles to a stake S 70 poles E 7 poles to a stake S 63 E 13 poles to a stake S 53 E 15 poles to a stake S 40 E 11 poles to a stake S 59 E 15 poles to a stake S 17 E 27 poles to an oak and thence S 50° E 38 poles to the beginning, the second of said tracts contains 75 acres and was conveyed to the said M. D. Collier & wife by Martain H. Witt & wife by deed Nov. 13th 1888, and by the said M. D. Collier & wife to the said W. N. G. Slemp see Deed on record, and is bounded as follows viz; Beginning on a rock and chestnut on the middle ridge of Jones creek thence S 52 W 40 poles to a chestnut and white oak N 27 W 9 poles to a stake N 68 W 8 3/4 poles to a stake N 42 W 26 poles to a stake N 17 W 24 poles to a stake on top of a ridge, N 31 W 26 poles to a stake N 48 W 11 1/2 poles to a stake N 55 W 6 1/2 poles to a stake N <sup>42</sup> ~~31~~ W 10 poles to a stake N 55 W 26 poles to a stake N 52 W 5 3/4 poles to Colliers old corner N 56 W 24 poles to a stake N 42° W 8 poles to a stake N 59 W 20 poles to a stake N 40 W 12 poles to a stake N 58 W 4 poles to a stake N 57 W 16 poles to a stake N 44 W 9 poles to <sup>two</sup> ~~three~~ chestnut oak on top of Little Black Mountain N 76° E with the said mountain 86 poles to two locusts corner to James B. Witts land S 28 1/2° E 158 poles to a black oak and rock N 75° E 32 poles to a white oak corner to James B. Witts land and thence S 15° E 36 poles to the beginning. The third tract which tract contains 70 acres and was conveyed to M. D. Collier by James B. Witt and wife by deed dated Novr. 8th 1888, and by said M. D. Collier & wife to W. N. G. Slemp see deed on record. and is bounded as follows;

Beginning at a white oak on the top of the middle ridge between the forks of Jones creek thence N 5 W 156 poles to a chestnut oak on top of the Little Black Mountain N 55 W 20 poles to a chestnut oak thence S 68 W 82 poles to a chestnut and two locusts on the top of said mountain said M. D. Colliers corner S 28 1/2° E 158 poles to a small black oak on the orchard ~~ridge~~ ridge and thence N 25° E 32 poles to the beginning.

To have and to hold said three tracts or parcels of land with the appurtenances thereto belonging unto the said I. S. Anderson his heirs and assign



forever. And the said W. N. <sup>G.</sup> Slemp and Minerva A. D. Slemp his wife covenant that they will warrant generally the title to the three tracts of land herein mentioned. And whereas the said W. N. G. Slemp & wife and Martain D. Collier & wife did on the 22nd day of July 1890, conveyed to said H. J. Morgan as trustee the said three tracts of land with covenants of general warranty to secure the payment of a certain ~~deed~~<sup>debt</sup> therein described and the said debt having been surrendered to the said W. N. G. Slemp by the said I. S. Anderson and this being the consideration for which this deed of conveyance is made and executed. In consideration of the premises the said H. J. Morgan <sup>trustee</sup> &c doth by these presents give, grant, bargain, sell, release and convey unto the said I. S. Anderson all right, title, ~~inter~~ interest claim and demand vested ~~in~~ him by virtue of the deed of trust aforesaid, To have and to hold said three tracts of land with all appurtenances thereto belonging unto the said I. S. Anderson and his heirs forever.

And the said Morgan covenants that he warrants only specially the title to the land hereby conveyed. Witness the following signatures and seals.

W. N. G. Slemp (Seal)

Minerva A. D. Slemp (Seal)

Henry J. Morgan (Seal)

Virginia, Lee County to-wit;

I, John Riddle a Justice of the Peace in and for the County and State aforesaid, do hereby certify that Minerva A. D. Slemp wife of W. N. G. Slemp whose name is signed to the foregoing deed bearing date on the 8th day of June 1894, personally appeared before me in my County aforesaid, and acknowledged the same. Given under my hand this the 11th day of June 1894.

John Riddle J. P.

Virginia, Lee County to-wit;

I, S. V. F. Richmond Clerk of the County Court for the County aforesaid in the State of Virginia, do certify that W. N. G. Slemp and



Henry J. Morgan whose names are signed to the writing within bearing date on the 8th day of June 1894 have acknowledged the same before me in my County aforesaid. Given under my hand this 12th day of June 1894.

S. V. F. Richmond Clerk.

Virginia, lee County to-wit;

In the Office of the Clerk of said County the 12th day of June 1894, this deed was presented and together with the certificate thereto annexed, admitted to record.

Teste; S. V. F. Richmond, Clerk.

A Copy Teste; B. J. Morgan-----Clerk.  
(D. B. 30 page 254 &c)



W. H. G. Slump et al  
To / Deed  
L. S. Anderson

---

Copy

Kane

v

Bailey et al

Exhibit-"D"

Clerk \$1.00



THIS DEED of conveyance made the 22 day of December 1891, between A. J. Bailey and Mary A. Bailey his wife of the first part of the County of Lee and State of Virginia, and William Thomas of of the second part of the County and State aforesaid; A. J. Bailey of the first part do bargain sell and convey unto William Thomas party of the second part a certain tract or parcel of land containing fifty two acres, ~~beginning~~<sup>to wit</sup> in the County Of Lee and State of Virginia on the wright hand fork of Jones Creek waters of the North Fork of Powells river and bounded as follows; Beginning at a chestnut on top of a ridge thence southwardly with John L. Pennington line to Eliza J. Bailey line thence eastwardly with said line to a black oak on top of a ridge in a line of William M. Stewart, thence Northwardly with said Stewart line to a sourwood and dogwood in Martain H. Witt line and with said Witt line west to a rock and willow on the bank of a branch thence Northwestwardly to a stake in the Anderson survey thence with said line southwest to the beginning. William Thomas party of the second part to have and to hold the said tract or parcel of land with all the appurtenances thereunto his heirs and assigns forever.

Witness the following signatures and seals,

A. J. Bailey (Seal)

her

Mary x A Bailey (Seal)

mark

State of Virginia, County of Lee to-wit;

I, F. M. Parsons a Justice of the Peace for the County and State aforesaid, do certify that A. J. Bailey and Mary A. Bailey whose names are signed to the foregoing deed bearing date on the 22 day of December 1891, acknowledged the same before me in my County and State aforesaid to be their acts. Given under my ~~hand~~ the 22 day of December 1891.

F. M. Parsons J. P.

Virginia, Lee County to-wit;

In the office of the Clerk of the said County, the 7th day of January 1892. This deed was presented, and together with the certificate



thereto annexed, admitted to record.

Teste; John R. Gibson Clerk.

A Copy Teste; ~~*B. M. Morgan*~~ --- Clerk.

(D. B. 28 page 62&c)



A. J. Bailey wife  
To J. Deed  
William Thomas

---

Copy

Kane

v

Bailey et al

Exhibit - "E"

Clerk 50 cts



THIS DEED of conveyance made 23rd December 1891, by and between William Thomas & Alpha E. Thomas his wife of the first part, of the County of Lee and State of Virginia, and Martin H. Witt of the second part, of the County and State aforesaid;

Witnesseth, that for and in consideration of the sum of One hundred and fifty six dollars in hand paid, the receipt is hereby acknowledged, William Thomas party of the first part do bargain, sell and convey unto Martain H. Witt of the second part, a certain tract or parcel of land lying and being in the County of lee and State of Virginia, situated on the wright hand fork of Jones Creek waters of the North Fork of Powells river, containing 26 acres and bounded as follows to-wit; Beginning on a sourwood and dogwood thence N 55 E 18 1/5 poles to a chestnut oak and water oak thence N 5 W 28 1/2 poles to a stake N 18 E 2 1/2 poles to a stake N 9 W 9 poles to a stake N 13 E 8 poles to a stake N 32 E 11 poles to two gums N 20 E 9 1/2 poles to a stake N 11 E 13 1/2 poles to a white oak S 58 W 48 poles to a maple and white oak thence N 42 W 38 poles to a rock Martain H. Witts corner S 59 W 34 poles to a small chestnut near a graveyard thence S 18 E 12 1/2 poles to a stake S 40 E 10 poles a stake S 30 E 9 1/2 poles to a stake S 16 W 24 poles to a gum S 43 E 27 polesto a rock near a apple tree thence S 73 E 42 poles to the beginning, Martain H. Witt party of the second part to have and to hold the said tract or parcel of land with all the appurtenances thereunto his heirs and assigns forever.

Witnesseth the following signatures and seals.

his  
William x Thomas ( Seal)  
her mark  
Alpha x E. Thomas (Seal)  
mark

State of Virginia, County of Lee to-wit;

I, F. M. Parsons a Justice of the Peace for the County and State aforesaid, do certify that William Thomas and Alpha E. Thomas whoes names are signed to the foregoing deed baring date on the 23 day of December 1891, acknowledged the same before me in my County and State to be their act and deed. Given under my hand and seal this 23 of December 1891.

F. M. Parsons J. P.



Virginia, Lee County to-wit;

In the office of the Clerk of the County Court for said County, the 15th day of July 1901. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy Teste; ~~B. M. Morgan~~ Clerk.  
(D. B. 37 page 507)



William Thomas wife  
To { Deed  
Martin Witt

---

copy

Kane  
v

- Bailey et al  
Exhibit "F."

Clerk 50 cts



COMMONWEALTH OF VIRGINIA:

To the Sheriff of the County of Lee Greeting;

Whereas, an action has been pending in the Circuit Court for Lee County, on the chancery side of said Court, between H. S. Kane plaintiff, and A. J. Bailey and others, defendants, and whereas the said A. J. Bailey has died and the plaintiff has applied for a scire facias as against P. M. Ball, Sheriff of the County of Lee, to whom the estate of the said A. J. Bailey has been committed for administration; and the heirs of the said A. J. Bailey, namely, W. J. Bailey, Rebecca J. Creech, Worth A. Bailey, Parolee Landingham, Albie Bailey, Edward Bailey, Gertrude Bailey and *his widow Mary A. Bailey* Myrtle Bailey; therefore, we command you that you make known to the said P. M. Ball, administrator as aforesaid, and said heirs-at-law of said A. J. Bailey, that they be before the Judge of our Circuit Court at the Court-house of the said County, on the 1st day of the next term, to show cause, if any they can, why the said action should not be proceeded in a final decree, according to the original object in said bill, and have then there this writ.

Witness H. C. T. Ewing, Clerk of the said Circuit Court at the Court-house, this the 20th day of February 1905.

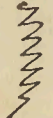
\_\_\_\_\_  
Clerk.

We hereby accept legal service on the foregoing writ, and agree to appear for said parties without form of process being served upon them, this February 20th 1905.

\_\_\_\_\_  
Attys.



H. S. Kone Compt

v  Sire Foglar

A. J. Bailey Aldrich  
~~~~~



Kane

v.

1 Bailly -

1 Note of Mch 23. 1888

144.00

1 " " " 23 1888

80.58

1 " " Jones rd 1888

207.77

As on last note

98.86

---

432.35

98.86

Less of suit -

---

333.49





June, 22nd, 1905.

190

Received from

E.W. Pennington atty.

Two

Dollars.

for serving four copies on the summons in the late  
chancery case of H.S. Kane vs A.J. Bailey, et als. There  
is nothing in said suit to show that I served any of  
said papers, but I warrant that I did, do so.

\$

2.00

A.W. Robbins



Pennington Gap, Va., Mar, 25th, 1905.

Hon. H. S. Kane,  
Gate City, Va.

Dear Sir:-

We beg to advise that we have collected from the estate of  
A. J. Bailey, your debt, amounting to ..... \$335.49.

Retained Commissions \$35.34;

" for taking depositions, 10.00.

" Expenses 3.88.

Enclosed my check for

286.27.

\$335.49.

Yours very truly,



CARBON COPY



*3 copies*

To *A. J. Bailey*, ~~*H. H. H.*~~ *Wm. Thomas & Martin A. Hitt & Samuel Bailey*

Take notice that *I* shall, on the *1st* day of *Aug.* 190*4*,  
at *the law Office of P. H. Cunningham in the town of Louisville*  
*7<sup>th</sup>*

between the hours of *8* A. M. and *8* P. M., on that day, proceed to take the depositions  
of *H. S. Kone* and others, to be read in evidence in *my* behalf,  
in a certain *suit* depending in the *Leicuit* court for the *County*  
of *Lu* wherein you are *defendants*  
and *I am Plaintiff*

and if from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Very respectfully,

*By Cunningham Bros Attys*

*H. S. Kone*



H. S. Kne

vs.

NOTICE TO TAKE  
DEPOSITIONS.

A. J. Bailey et al

Exemptor Pro p. q.

Legal service of the  
within notice is accepted  
for A. J. Bailey - July  
14, 1904

Ony Keelally  
for Depts.

Received by deliver  
my above copy of  
the within notice  
to my son Thomas  
with and one to  
marion H. Pratt  
and one to  
Lamont J. Long  
the 18 July 1904  
this July the  
19, 1904  
J. of Humphreys  
for M. E. Kne



02.695  
42.58  
67.884

Pliffs Costs Nov 21, 1903

|                 |       |
|-----------------|-------|
| Mummy Clerk     | 3.75  |
| Tax             | 1.50  |
| Shoff           | 4.50  |
| Morgan Co Clerk | 3.75  |
| A.P.            | 2.25  |
| Atty            | 15.00 |
| Chas. C. W. Est | 5.00  |
|                 | 35.71 |

Henry S. Kame

3 Mr Chouney

A. J. Bailey et al -

Order Final Sept. Term  
1905

Samuel Payne